

AG Contract No. KR95 2124TRN  
ADOT ECS File No. JPA 95-169  
Project: H 4148 01D  
Section: SR-79 & SR-287 Inter-  
section Improvements (4)

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF FLORENCE

THIS AGREEMENT is entered into 5 February, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
TOWN OF FLORENCE, acting by and through its MAYOR and TOWN  
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the Town.

3. The Town has requested the State to design and  
construct right turn lanes on SR-79 at the intersections of  
Florence Gardens, Florence Heights and Hunt Highway, and on  
SR-287 at Centennial Road, hereinafter referred to as the  
Project, at an estimated cost of \$170,000.00, all at Town  
expense, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>20477</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/05/96</u>
<u>Jose R. L. L. L.</u> Secretary of State
By <u>Nicky Greenwood</u>

## II. SCOPE OF WORK

### 1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids, and with the concurrence of the Town award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the Town on any construction contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.

c. After bid opening but prior to construction contract award, invoice the Town for the reasonable direct actual cost of the Project, with no State profit or fee, in an amount estimated at \$170,000.00.

d. Upon completion and acceptance, provide maintenance to the Project inside the State right-of-way.

### 2. The Town will:

a. Review the design documents and provide comments.

b. Retain the right to cancel construction award in the event of excessive cost. Be responsible for any contractor claims for extra compensation attributable to the Town.

c. After bid opening but prior to construction award, advance the State funds in the amount of \$170,000.00 or in the amount of the low responsible responsive construction bid.

d. Upon completion and acceptance by the State, provide maintenance outside the State right-of-way.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Town of Florence  
Town Manager  
133 N. Main Street  
Florence, AZ 85232

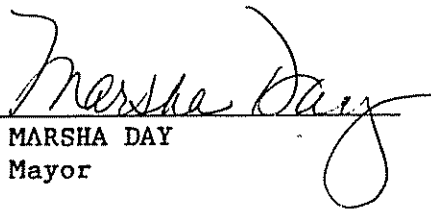
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF FLORENCE


STATE OF ARIZONA

Department of Transportation

By   
MARSHA DAY  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST

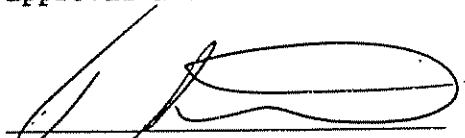
By   
GLENN W. SMITH  
Town Clerk

612  
11sep

RESOLUTION

BE IT RESOLVED on this 11th day of September 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Florence for the purpose of defining responsibilities for the design, construction and maintenance of a intersection improvements on SR-79 at Florence Gardens, Florence Heights and Hunt Highway, and SR-287 at Centennial Road in the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

**TOWN OF FLORENCE****RESOLUTION NO. 530-95**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR AND MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, NO. JPA 95-169, FOR INTERSECTION IMPROVEMENTS.**

**WHEREAS**, the Town has requested the State to design and construct right turn lanes on SR-79 at the intersections of Florence Gardens, Florence Heights and Hunt Highway, and on SR-287 at Centennial Road; and

**WHEREAS**, said Agreement provides for the State to provide design services, prepare bid documents, and supervise and inspect the construction of said improvements; and

**WHEREAS**, the cost of said services and the construction of the intersection improvements combined shall not exceed an estimated cost of \$170,000 without further authorization by the Town Council; and

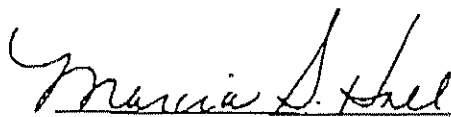
**WHEREAS**, said Agreement appears to be in the Town's best interest; and

**WHEREAS**, it is necessary to approve the execution of said agreement by a formal resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Interim Manager are authorized to execute Agreement JPA 95-169, which has been approved as to form by the Town Attorney and which is attached hereto as Exhibit A.

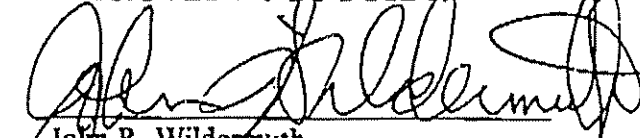
**PASSED AND ADOPTED** by a majority vote of the Town Council of the Town of Florence this 20th day of November, 1995.

**ATTEST:**

  
Marcia S. Hall  
Deputy Town Clerk

  
Marsha Day, Mayor


**APPROVED AS TO FORM.**

  
John R. Wildermuth  
Town Attorney

APPROVAL OF THE FLORENCE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF FLORENCE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 21<sup>st</sup> day of Nov, 1995.

  
Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-2124-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 30th day of January, 1996.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath".

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
9042G